



COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF AGRICULTURAL RESOURCES
251 CAUSEWAY STREET, Suite 500
BOSTON, MA 02114-2151

REQUEST FOR RESPONSE (RFR)

The Massachusetts Agricultural Innovation Center

RFR File No. AGR-AIC-07

RESPONSES DUE NO LATER THAN 4:00 PM on Monday, April 2, 2007

Purchasing Department: **Department of Agricultural Resources**

Address: 251 Causeway Street
Suite 500
Boston, MA 02114-2151

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Email: scott.soares@state.ma.us

RFR File Name/Title: Massachusetts Agricultural Innovation Center AGR – AIC - 07

Procurement Team Leader / RFR Contact Person: Scott Soares, Acting Commissioner

Contract Type: Maximum Obligation; \$2,000,000.00

Procurement Management Group/Category:

1. DESCRIPTION OR PURPOSE OF PROCUREMENT:

As provided by item 2511-2000 section 2A of the Chapter 122 of the Acts of 2006 the Massachusetts Department of Agricultural Resources (“AGRICULTURAL RESOURCES” or the “Department”) seeks multiple qualified contractors to provide services associated with the development of a “virtual” Massachusetts Agricultural Innovation Center. Toward that end, contractors selected through this RFR will become collaborative partners with the Department and will agree to implement and administer projects that are aimed at addressing an immediate need(s) of one or a variety of Massachusetts agricultural commodity groups that will also provide opportunities for long term economic development within or related to the target commodity(s). Further, responsive proposals to this RFR should request support for the funding of projects or technical assistance in training, marketing, distribution, applied research, agri-tourism, aquaculture, forestry, processing, fiber and agricultural resource management. In order to provide the greatest value to the Commonwealth, responsive proposals for projects submitted to address the objectives of this RFR shall include the provision of a 1:1 (or greater) match of dollars and/or of in-kind support from sources other than the Commonwealth of Massachusetts for funding requested through this RFR as well as evidence of industry support and commitment to the project(s) described by the responsive proposal. Responsive proposals shall also include a description and/or evidence of economic and environmental benefit to the target commodity(s) as well as the Commonwealth (i.e. anticipated direct and ancillary economic development opportunities within the Commonwealth that will result from successful completion of the project(s) described in the responsive proposal to this RFR).

The objectives of this RFR are as follows:

1. Serve as a mechanism to address immediate needs of Massachusetts agricultural commodities that are related to long-term economic development opportunities toward the support of Massachusetts agricultural enterprises that are economically viable and environmentally sustainable.
2. Initiate the development of a “virtual” Massachusetts Agricultural Innovation Center (AIC) whereby contractual partnerships will be developed between the Department and agricultural trade organizations (commodity group representatives) and/or agricultural industry support groups who have demonstrated the capacity to administer projects and programs that have the broadest applicability to targeted Massachusetts agricultural commodities. Such partnerships will enable the most efficient use of funding provided through this RFR by targeting the application of funds to address industry need rather than support of infrastructure development for the delivery of industry support services (i.e. Agricultural research, development, resource management and/or technical assistance projects rather than projects associated with the establishment of a physical “center” for delivery of goods and services aimed at industry need). Virtual AIC partners will share specific information relative to the development of proposed projects as well as the rationale and strategies that support the development of proposed projects. Through such sharing of information, living “case studies” will emerge that will provide valuable insight relative to successful methodologies that may be applied toward insuring the economic viability and environmental sustainability of Massachusetts agricultural enterprises.

3. Serve as a catalyst for further investment in Massachusetts agricultural commodities that provide for additional economic development opportunities in targeted commodities and/or ancillary business enterprises associated with the target commodity in order to add value to the Commonwealth's agricultural economy.

The Department also has particular interest in projects that:

1. Enhance and/or increase opportunities for export of Massachusetts agricultural products
2. Increase the potential of Massachusetts agricultural enterprises to market and sell directly to consumers.
3. Enhance the financial viability of Massachusetts agricultural enterprises including, but not limited to, Massachusetts dairy farms.
4. Seek to develop and promote on farm energy generation as a mechanism for cost savings, opportunities for increased diversity of Massachusetts farm products and natural resource conservation.
5. Seek to develop and promote constructive management strategies and utilization of farm by-products.
6. Seek to develop and promote new and emerging opportunities for production and marketing of Massachusetts agricultural products.

Interested responders should refer to the materials posted through the Commonwealth Procurement Access and Solicitation System (Comm-PASS; www.comm-pass.com) and direct written questions to Scott Soares if necessary.

Interested responders should obtain response information and forms identified in this RFR on Comm-PASS. Free web access is available at public libraries and other locations. If you are unable to access Comm-PASS due to a disability or hardship, please write to the Scott Soares at the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151, or by e-mail at scott.soares@state.ma.us, or by fax at 617-626-1850, describing the disability or hardship and requesting a copy of the RFR.

Responders are responsible for submitting the proper documents required by this RFR.

The Department may, at their election, verify any information submitted by responders without further notice to the responder.

Eligible responders are defined as commodity associations, agricultural support organizations, Massachusetts companies or individuals who:

1. are legally recognized entities within the Commonwealth of Massachusetts and have the ability to enter a legally binding agreement with the Commonwealth of Massachusetts,
2. have demonstrated the capacity to implement and administer projects and programs that are similar in scope and funding level to the projects and/or programs defined in the responsive proposals to this RFR,
3. have evidence of support from Massachusetts entities (companies and/or individuals) who are actively engaged in the production of the Massachusetts agricultural product(s) targeted by the responsive proposal. Preference will be given to responsive proposals that demonstrate the highest percentage of support from individuals and/or companies who are engaged in the commodity that is targeted for support by the responsive proposal and

4. demonstrate evidence of a match of dollars or of in-kind support that is equivalent or greater than the funding requested by the responsive proposal.

2. ACQUISITION METHOD

Grants Contracts

3. SINGLE OR MULTIPLE CONTRACTORS FOR CONTRACT PERFORMANCE

Multiple: Multiple contractors are sought to fulfill the services associated with this RFR.

4. SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFR:

Single. Only the Agricultural Resources may contract under AGR-AIC-07

5. TOTAL ANTICIPATED DURATION OF CONTRACTS

Initial Contract Duration: Contract duration may extend through June 30, 2009, with extensions available at the sole discretion of the Department, and subject to appropriation.

Options to Renew:

Agricultural Resources reserves the right to fund a portion, change the scope, and/or delete or add to the scope of services of any responsive proposal. Successful responders may decide not to enter into a contract if the revised scope does not meet their approval. Agricultural Resources offers no guarantee that any particular grant will be awarded under this Response. Any potential Contract with a successful responder will be subject to the availability of funds that will be disbursed in a manner consistent with the terms of the responsive proposal, a mutually agreed upon scope of services, budget, and time line that shall be made a part of a contract and all relevant laws and regulations. Agricultural Resources, at their sole discretion, may renew any Contract awarded for a responsive proposal to RFR AGR-AIC-07 for up to Three (3) additional one (1) year terms depending upon legislative authority and annual appropriation.

Options to Renew are not to exceed One (1) Year.

6. TOTAL ANTICIPATED EXPENDITURES FOR TOTAL ANTICIPATED DURATION OF CONTRACT(S): (Amounts indicated are only estimates. Contract amounts during the period of any contract are subject to a selected responsive proposal, and may increase or decrease based on contract negotiations, performance selected, appropriation or availability of funds.)

Estimated Value of Procurement:

Total available funding through RFR AGR-AIC-07 is \$2,700,000.00 and the maximum award to any single responsive proposal through RFR AGR-AIC-07 will be no more than \$2,000,000.00. However, responsive proposals requesting funding at lesser amounts than the possible maximum award are encouraged. The Department will provide funding in accordance with project scope and milestones relevant to the responsive proposal from selected contractors and a scope of services and budget that will be developed consistent with the objectives of RFR AGR-AIC-07. The Department will consider special circumstances for advanced payment upon evidence of need and project characteristics.

In order to achieve the greatest benefit to the Commonwealth from the funding provided through line item 2511-2000 of section 2A of the Chapter 122 of the Acts of 2006, the successful responder will:

1. Provide satisfactory evidence and justification of economic development opportunities and benefits to the Commonwealth of Massachusetts that will result from the Commonwealth's investment of funding provided through RFR AGR-AIC-07
2. Be required to provide a cash and/or in-kind match from sources other than Commonwealth of Massachusetts the value of which shall be equal or exceed the full amount of funding requested by the responsive proposal to RFR AGR-AIC-07. Satisfactory evidence of cash and/or in-kind match must be provided to the Department prior to the disbursement of any funds through AGR-AIC-07.

The Department reserves the right to alter payment schedules that will be developed as part of the contract scope of services and performance specifications. The Department further reserves the right to withhold payment until such time as successful responders have met the contract obligations.

Contracts will have a Maximum Obligation Amount.

7. INDICATE CONTRACT AND PERFORMANCE SPECIFICATIONS

Eligibility

Eligible responders are defined as commodity associations, agricultural support organizations, Massachusetts companies or individuals who:

1. are legally recognized entities within the Commonwealth of Massachusetts and have the ability to enter a legally binding agreement with the Commonwealth of Massachusetts,
2. have demonstrated the capacity to implement and administer projects and programs that are similar in scope and funding level to the projects and/or programs defined in the responsive proposals to this RFR,
3. have evidence of support from Massachusetts entities (companies and/or individuals) who are actively engaged in the production of the Massachusetts agricultural product(s) targeted by the responsive proposal. Preference will be given to responsive proposals that demonstrate the highest percentage of support from individuals and/or companies who are engaged in the commodity that is targeted for support by the responsive proposal and
4. demonstrate evidence of a match of dollars or of in-kind support that is equivalent or greater than the funding requested by the responsive proposal.

VERIFICATION OF EXPENDITURES

Successful responders should be prepared to account for and provide proof of the expenditures of funds provided through AGR-AIC-07 through the production of accurate records, invoices and receipts that clearly identify the identity of the person or entity providing the services described by the responsive proposal, description of the services rendered that are consistent with the responsive

proposal, amount for services rendered and any other information as required by Agricultural Resources.

FULL AND FAIR DISCLOSURE

The responder must make a full disclosure identifying any person or entity by name, address and telephone number, who is affiliated with responder's entity, as an officer, employee or volunteer, who may receive, directly or indirectly, a monetary gain associated with the completion of tasks or work related to projects described by the responsive proposal undertaken to address the objectives of AGR-AIC-07.

If requested, upon reasonable notice allow a tour for Department personnel or designee of project facility(s) that will not interfere with project operations.

Provide documentation at the conclusion of the project in the form of a final report that will indicate total expenditure of funds provided by AGR-AIC-07, satisfactory evidence of cash and/or in-kind support associated with the completion of tasks related to project(s) described by the responsive proposal undertaken to address the objectives of AGR-AIC-07, description of tasks related to project(s) described by the responsive proposal undertaken to address the objectives of AGR-AIC-07, description of the anticipated economic impact and economic development opportunities that will result from completion of the project(s) described by the responsive proposal undertaken to address the objectives of AGR-AIC-07 and recommendations for additional tasks, work and/or projects that may be undertaken to further enhance economic development opportunities for the agricultural commodity(s) targeted by the responsive proposal to AGR-AIC-07.

Perform all work in accordance with the recognized professional standards and specifications outlined in the Commonwealth of Massachusetts Standard Contract Form.

WHAT ARE THE ATTRIBUTES OF FUNDABLE PROJECTS?

Successful responders may be funded in part or in full. The response should have clear goals and objectives for addressing the objectives of AGR-AIC-07.

- Provide a clear description of the task and/or work within the responsive proposal that shall be undertaken to achieve the objectives of AGR-AIC-07.
- Provide the broadest possible impact to the greatest percentage of companies or individuals engaged in production of one or a variety of Massachusetts agricultural products.
- Provide a clear description of real and potential agricultural industry development and/or direct and ancillary economic development opportunities that will result from completion of the project(s) described by the responsive proposal to AGR-AIC-07.
- Provide a clear description and satisfactory evidence of capacity and ability to administer the funding requested and project(s) proposed to achieve the objectives of AGR-AIC-07.
- Provide evidence of support from the greatest number of individuals and/or companies from the target commodity(s) and evidence of commitment of the required matching funds (either in cash or in-kind) at an amount equal to or greater than the amount requested.

WHAT IS REQUIRED AFTER RESPONSES ARE SELECTED?

Successful Responders will be required to enter into a contract with Agricultural Resources and will become a Contractor at that time. Contractors will be accountable to Agricultural Resources for expenditures incurred during the execution of tasks associated with a scope of services and budget that will develop from the responsive proposal and become a part of the contract. Contractors will be required to submit satisfactory invoices and progress reports, and any other supporting documents of project development and expenditures as required by the Commonwealth or Agricultural Resources and described by the scope of services. Agricultural Resources shall determine if invoices and other supporting documents are satisfactory. Agricultural Resources may provide standard invoices or vouchers to be used by the Contractors. Payments shall be made consistent with the mutually agreed scope of service and budget developed from and consistent with the responsive proposal to AGR-AIC-07 and on a schedule stipulated by the Department. Contractors must maintain all records related to project(s) undertaken to achieve the objectives of AGR-AIC-07 for a period of three (3) years from the termination of the contract and produce the records upon request of the Department.

Contractors are required to sign a Commonwealth of Massachusetts Standard Contract Form. The Standard Contract Form is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy. The Standard Contract Form is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include: (1) the applicable Commonwealth Terms and Conditions, (2) a Request for Response (RFR), (3) the Contractor's responsive proposal to the RFR, and (4) any other negotiated terms and conditions and attachments.

SITE VISITS

Employees or representatives of Agricultural Resources may, at their election, perform site visits. Said visit shall include a viewing of any project sites or products and any paperwork associated with the tasks and/or work undertaken pursuant to the project(s) described by the responsive proposal. Contractors will be notified a minimum of seven (7) calendar days prior to a site visit. A written report concerning a site visit will be completed and sent within ten (10) business days after the site visit. The purpose of site visits is for confirming grant eligibility and compliance with the language of the contract. The contract does not diminish, in any manner, the authority of the Department to conduct inspections.

8. PROPOSAL EVALUATION PROCEDURES

Responders will be evaluated by the Department and the Massachusetts Board of Agriculture for approval on criteria including the following:

- Compliance with the submission requirements for this response.
- Past experience and demonstrated capacity and ability to administer projects of the scope and value described by the responsive proposal to AGR-AIC-07.
- Breadth of real and potential impact on the targeted commodity(s).

- Breadth and justification of real and potential impact to enhance the value of Massachusetts agriculture.
- Opportunities to leverage additional investment in the targeted commodity(s).
- Anticipated ability and feasibility of project(s) described by the responsive proposal to the objectives of RFR AGR-AIC-07

9. INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

All responses must:

- Use 12 point type or larger (typewriter font 12P);
- Have pages numbered consecutively, starting with the first page;
- Be stapled in the upper left-hand corner. Do not bind or insert responses in any kind of folder and proposals must be received by 4:00 p.m. on Monday April 2, 2007.

A COMPLETE RESPONSE INCLUDES, IN THIS ORDER:

1. Response Cover Page: (1 page)
 - Name and title of applicant(s)
 - Address, telephone number, fax and e-mail (if applicable) of applicant(s)
 - Amount of funding requested through this program
 - Amount of match and source
 - Begin and end dates of project work
2. Proposed project statement of work: (no more than 6 pages not including attachments)
 - a. Responses must include a statement of work that describes the activities and work that will be done to accomplish the objectives of this RFR and how the terms and conditions of this program will be met. The statement of work must also include evidence of matching funds and in-kind support that are from sources other than the Commonwealth of Massachusetts and that represents a 1:1 (or greater) match or for funding requested through this program.
 - b. How will the proposed project(s) accomplish the objectives of this RFR?
 - c. What specific activities will be undertaken to meet the objectives of this RFR?
 - provide a description of activities and process to be undertaken
 - indicate the expected products and deliverables that will result from the proposed project's work
 - d. When will the various work and specific activities associated with the proposed project take place?
 - provide a milestone chart that identifies the specific activities and work that will be accomplished for the proposed project

- e. Where will the proposed project(s) take place and are appropriate facilities and resources in place to carry out the described work activities?
 - indicate equipment requirements for the proposed project(s) and existing facility infrastructure that is in place to accomplish the proposed project tasks
 - attach copies of any and all permits that allow proposed activities
 - f. Who are the project personnel? (please attach resume or vitae no more than 2 pages for each participant)
 - indicate specific roles and responsibilities of project personnel
 - provide a description of project management
3. References, resumes, reviews, or other materials supporting the responder's qualifications for eligibility to AGR-AIC-07.
 4. Commonwealth Terms and Conditions. If the Bidder already has executed and filed the Commonwealth Terms and Conditions, please indicate this in responsive proposal. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.
 5. Verification of Taxation Reporting Information (W-9) Form.
 6. Commonwealth Standard Contract.
 7. Northern Ireland Notice and Certification.
 8. Contractor Authorized Signature Verification Form.
 9. Affirmative Action Plan Form.
 10. Affirmative Market Program (AMP) Form.
 11. Consultant Contractor Mandatory Submission Form.

Submit the original signed response and ten copies for reviewers. All of the response materials are available on Agricultural Resources' website at www.mass.gov/agr

10. DEADLINE FOR RESPONSES - PROCUREMENT CALENDAR:

Responsive proposals must be submitted to Massachusetts Agricultural Innovation Center, c/o the Massachusetts Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151, Attention: Mr. Scott Soares. Responsive proposals must be received at Agricultural Resources by 4:00 p.m. on Monday, April 2, 2007. Questions relative to AGR-AIC-07 are only permitted in writing via mail, fax or e-mail, and must be received at the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151, Attention: Mr. Scott Soares, no later than 4:00 p.m. Monday, March 26, 2007.

Acknowledgement of receipt of Responsive proposals will be mailed or emailed by April 9, 2007. In the event that a Responder does not receive an acknowledgement, said responder should contact Mr. Scott Soares at the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151, e-mail at scott.soares@state.ma.us, or by telephone at 617-626-1700 by April 16,

2007. Award decisions will be made on or before Monday, May 7, 2007. Successful responders will be asked to execute the contracts with Agricultural Resources on or before Monday, May 21, 2007.

Facsimiles will not be accepted as a form of Response submission for this RFR. Extensions for submission are available at the discretion of the Massachusetts Department of Agricultural Resources only.

11. RFR ATTACHMENTS TO BE COMPLETED

All bidders will be required to complete, execute and return with their proposals the following documents: (Forms are available via the State Internet site <http://www.comm-pass.com>)

- 1. Commonwealth Terms and Conditions.** If the Bidder already has executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.
- 2. Verification of Taxation Reporting Information (W-9) Form.**
- 3. Commonwealth Standard Contract.**
- 4. Northern Ireland Notice and Certification.**
- 5. Contractor Authorized Signature Verification Form.**
- 6. Affirmative Action Plan Form.**
- 7. Affirmative Market Program (AMP) Form.**
- 8. Consultant Contractor Mandatory Submission Form.**

RFR SPECIFICATIONS

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and the Commonwealth Terms and Conditions (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

REQUIRED RFR PROVISIONS

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing

to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s), which demonstrates the best value, overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program.

Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) and resulted in the Affirmative Market Program in Public Contracting. As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, subcontractors, joint venture partners or other type of business partnerships.

Non-certified bidders are strongly encouraged to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the

compliance of this section and encourage bidder's participation of AMP objectives, the Affirmative Market Program Plan for large procurements greater than \$50,000 must be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size, however, submission of an AMP Plan is mandated only for large procurements over \$50,000. Agencies may require some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders: Sub-contracting with certified M/WBE firms, Growth and Development activities to increase M/WBE capacity, Ancillary use of certified M/WBE firms, Past Performance or information of past expenditures with certified M/WBEs. Agencies are encouraged to include additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by SOMWBA. All certified businesses are required to submit an up to date copy of their State Office of Minority and Women Business Assistance (SOMWBA) certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

Affirmative Market Program Subcontracting Policies. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Affirmative Market Program (AMP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract Scope of Work) that is the subject of the claim. Section 11. sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11. of the Commonwealth Terms and Conditions.

The Information Technology section should be eliminated, unless you are procuring ITD related items

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. *Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:*

E08 - Telecommunication Services, Voice
EE8 - Telecommunication Services, Data
E09 - Software purchases

H03 - IT consulting & Maintenance
J08 - IT Cabling/installation & maintenance
K01 - IT equipment purchases
L01 - IT TELP
L21 - IT Rental or Lease
L41 - IT Technical Support

OPTIONAL RFR PROVISIONS

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives, which provide equivalent, better, or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Inter-Department Purchase. Departments reserve the right to include an option for other departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used.

This Part, Y2K can also be eliminated unless procuring ITD related

Year 2000 Compliance for Commodities and Services RFRs. Bidders must represent and warrant that the information technology for this contract is year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Year 2000 Compliance for Systems RFRs. Bidders must represent and warrant that this system and all interfaces to this system that the contract is providing, including but not limited to interfaces with other systems and data entry interface for this system, are year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and

sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Environmentally Preferable Products and Services. The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP (recommended not to exceed 10% in price). Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required.